



PTO/SB/96 (06-04)

Approved for use through 07/31/2006. OMB 0651-0031
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: MailFrontier, Inc.Application No./Patent No.: 09/723,855 Filed/Issue Date: November 27, 2000Entitled: System and Method for Adaptive Text Recommendation
MailFrontier, Inc. a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

- the assignee of the entire right, title, and interest; or
- an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of either:

A. [] An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. [] A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

✓ 1. From: Oliver et al. To: Dynaptics Corporation
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

2. From: Dynaptics Corp. To: Skychange, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: Skychange, Inc. To: MailFrontier, Inc.
The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

[] Additional documents in the chain of title are listed on a supplemental sheet.

[✓] Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

7-2-04

Date

408-973-2590

Telephone number

Lee Van Pelt

Typed or printed name

Signature

Attorney

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

ASSIGNMENT

Whereas, We, **Jonathan James Oliver, Wray Lindsay Buntine, and George Roumeliotis**, having agreed to assign the below identified invention to **DYANPTICS CORPORATION ("DYNAPTICS")**, a **California** corporation having its principal place of business at Two North Second Street, Suite 400, San Jose, CA 95113, for good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign, and transfer unto **DYNAPTICS**, its successors and assigns, the entire right, title, and interest, including the right of priority in, to and under an application for Letters Patents of the United States entitled:

SYSTEM AND METHOD FOR ADAPTIVE TEXT RECOMMENDATION

X filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

Serial No.: _____, filed on _____ and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, we agree promptly upon request of **DYNAPTICS**, its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional, or reissue, or other papers which may be necessary or desirable fully to secure to **DYNAPTICS**, its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent.

Inventor's Signature: Jonathan Oliver
Jonathan James Oliver

Date: 22/Nov/2000

Inventor's Signature: Wray Lindsay Buntine
Wray Lindsay Buntine

Date: 11/22/2000

Inventor's Signature: George Roumeliotis
George Roumeliotis

Date: 11/22/2000

ASSIGNMENT
(BY INVENTOR(S))

This assignment ("Assignment") is made by the bankruptcy estate of Dynapatics Corporation, by and through Suzanne L. Decker ("Trustee"), the duly appointed and acting Chapter 7 Trustee in bankruptcy for the estate of Dynapatics Corporation, of 2 North Second Street, San Jose, California (the "Assignor"), to Skychange, Inc. ("Assignee"), having a place of business at 145 West 58th Street, Suite 14M, New York, New York.

Recitals

A. Assignor has invented a new and useful invention entitled *System and Method for Adaptive Text Recommendation*, for which a Provisional Application No. 9/723,855 for United States Letters Patent was filed on November 27, 2000 in the United States Patent and Trademark Office.

B. To the best of the Trustee's knowledge, Assignor is the original, and sole inventor of the invention disclosed and/or claimed in the application for Letters Patent.

C. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to the foregoing and as follows:

1. Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents

and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. The Trustee represents and warrants that the Trustee has not caused Assignor to grant and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignor authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

///

///

///

///

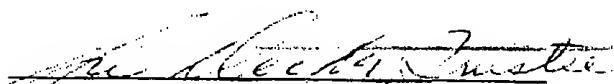
///

///

///

5. This Assignment is entered into pursuant to the terms of that certain Asset Purchase Agreement of even date ("Sale Agreement"), which exclusively governs the terms of this Assignment. No waiver, amendment, or modification of this Agreement shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Date: May 16, 2002


Suzanne L. Decker, Chapter 7 Trustee in
bankruptcy for the estate of Dynapatics Corporation,
Case No. Case No. 01-55690 MM

PATENT ASSIGNMENT

Skychange, Inc., a Delaware corporation having a place of business at 424 West End Avenue, Ste 5F, New York, NY 10024, ("Skychange, Inc.") certifies that to the best of Skychange, Inc.'s knowledge and belief it is the sole assignee of United States Patent Application No. 09/723,855 filed November 27, 2000 entitled SYSTEM AND METHOD FOR ADAPTIVE TEXT RECOMMENDATION.

SKYCHANGE, INC. hereby:

- 1) Assigns and transfers to MailFrontier, Inc., a Delaware corporation, having a place of business at 1841 Page Mill Road, Palo Alto, CA 94304 ("MailFrontier, Inc.") the entire right title and interest to the above referenced patent application and to any and all improvements and inventions disclosed in, application(s) (including continuations, divisionals and continuations in part) based upon, and Patent(s) (including foreign patents) granted upon the information that is disclosed in the above referenced patent application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from patent applications claiming priority to or otherwise related to the above referenced patent application including any division(s), continuation(s), substitutes(s) or reissue(s) thereto to MailFrontier, Inc..

Signed on the date(s) indicated beside my (our) signature(s).

Skychange, Inc.

By

Melissa M
Name

CEO
Title

7/1/04
Date